SUPPLEMENTARY GENERAL CONDITIONS

- Supplementary General Conditions

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TABLE OF CONTENTS

			Page
1	**DEFINITIONS**		2
4	**CONTRACTOR**		2
	4.1	Control of Work	2
	4.3	Protection of Work, Property and the Public	3
	4.6	Construction Schedule	4
	4.17	Survey Layout and As-Constructed Information	5
	4.18	City Industrial Health and Safety Program	5
9	**VALUATION OF CHANGES AND EXTRA WORK**		**5**
	9.2.1	Valuation Method	5
	9.4	Quantity Variations	6
13	**DELAYS**		**6**
	13.1	Delay by Owner or Contract Administrator	6
	13.3	Unavoidable Delay	6
	13.4	Unforeseeable Market Conditions	6
18	**PAYMENT**		**6**
	18.2	Supporting Documentation	6
	18.5	Payment	6
21	**WORKERS COMPENSATION REGULATIONS**		**6**
	21.2	Contractor is “Prime Contractor”	6
24	**INSURANCE**		**7**
	24.1	Required Insurance	7
25	**MAINTENANCE PERIOD**		**8**
	25.1	Correction of Defects	8
	25.2	Commencement of Maintenance Period	8

SUPPLEMENTARY GENERAL CONDITIONS

(TO BE READ WITH "GENERAL CONDITIONS" CONTAINED IN THE PLATINUM EDITION OF THE PUBLICATION "MASTER MUNICIPAL CONSTRUCTION DOCUMENTS" SPECIFIED IN "INSTRUCTIONS TO TENDERERS" IT - 2.2)

DEFINITIONS **1**

1.79 ***"(amend clause X.XX as follows)"*** preceding a supplementary clause means this clause modifies or provides additional information or restrictions to the referenced clause in the Master Municipal Construction Documents Platinum Edition, Volume II.

1.80 ***"(add new clause X.XX as follows)"*** preceding a supplementary clause means this clause provides additional requirements or information not found in the Master Municipal Construction Documents Platinum Edition, Volume II.

1.81 ***"(delete clause X.XX and replace as follows)"*** preceding a supplementary clause means this clause replaces the referenced clause in the Master Municipal Construction Documents Platinum Edition, Volume II in its entirety.

CONTRACTOR 4

Control of Work 4.1

4.1.3 ***(add clause 4.1.3 as follows)***

The *Contractor* shall take precautions to reduce nuisance caused from mud or dust by clean-up, sweeping, sprinkling with water or other means as necessary to accomplish results satisfactory to the *Contract Administrator*. If the *Contractor* fails to maintain the site tidy or refuses to remove waste and debris as directed by the *Contract Administrator*, the *Owner*, at its own discretion, may proceed to clean the site, remove waste and debris from site, and deduct from any payment due the *Contractor* the cost of such cleaning or removing materials.

4.1.4 ***(add clause 4.1.4 as follows)***

The *Contractor* shall contain storage of material, equipment, and other facilities required to perform the *Works*, within designated areas agreed upon with the *Owner* in advance of commencing the *Works*. The *Contractor* shall consolidate materials, equipment, and facilities to minimize impact on access and street parking, to the satisfaction of the *Owner* and *Contract Administrator*.

Temporary storage of materials and stockpiles outside of the designated areas is limited to a maximum of 5 *Days*

Protection of Work, Property and the Public 4.3

4.3.1 ***(Delete the following from the last sentence of G.C.4.3.1 as follows)***
… except for damage, which, in the Performance of the Work, the *Contractor* could not reasonably avoid.

4.3.4 ***(amend clause 4.3.4 as follows)***
(1) expose and determine conclusively the location in the field all underground utilities and structures whether or not indicated on the *Contract Documents* as being at the *Place of the Work*. The *Contractor* shall also be responsible to consult with all utility corporations that provide electricity, communication, gas or other utility services in the area of the *Place of the Work*, to locate in three dimensions all underground utilities for which they have records. The *Contractor* shall also locate in three dimensions any other utilities or underground structures that are reasonably apparent in an inspection of the *Place of the Work*. The *Contractor* shall provide Fortis BC with three weeks' notice for relocation of any gas mains or services if it is required when crossing the gas lines.
(2) The *Contractor* shall contact BC One Call at least forty eight (48) hours prior to excavating to advise of the *Work*.
(3) The *Contractor* shall obtain all necessary permits from applicable agencies for *Work* around overhead utilities.

4.3.6 ***(Delete 4.3.6 entirely)***

4.3.7 ***(add new clause 4.3.7 as follows)***
The *Contractor* shall locate, mark, and protect from damage or disturbance, any and all stakes, survey pins, monuments and markers at the *Place of the Work*. All survey stakes, survey pins, monuments, or markers that are damaged or disturbed shall be made good following construction by a registered B.C. Land Surveyor. Such repairs shall become part of the *Work* and shall be at the *Contractor*'s expense.

4.3.8 ***(add new clause 4.3.8 as follows)***
Contractor to submit, fourteen (14) calendar days prior to the start of construction, a Traffic Management Plan (TMP) provided by a qualified traffic management company, and prepared in accordance with the "Traffic Control Manual for Work in Roadways". Road closures will not be allowed without prior approval from the City of New Westminster. The cost of the TMP will be incidental to payment of work described in other sections.

The *Contractor* shall ensure that single lane traffic movement is available in each direction at all times and shall minimize impact to on-street parking and pedestrian access to commercial and residential properties during working hours.

The *Contractor* shall carry out the work such that access to commercial and residential properties is maintained at all times. The *Contractor* shall provide a minimum one week advance written notice to all property owners prior to construction, and shall also provide a minimum two (2) working days' notice to individual property owners prior to commencing work affecting individual property access.

The *Contractor* shall give due notice to local police and fire department prior to beginning construction and shall comply in all respects with their requirements.

The *Contractor* shall comply with the requirements of the appropriate authority concerned with closure of streets or highways and shall post proper notices and/or signals, and provide necessary barriers, guards, lights, flagmen or watchmen as may be necessary for proper maintenance of traffic and protection of persons and property from injury or damage. All costs involved in respect of the above requirements will be deemed to be included in the *Contract Price*.

Where existing streets or roads are not available as detours, all traffic shall be permitted to pass through the *Work* with as little inconvenience and delay as possible unless otherwise provided or authorized. If half the street only is under improvement, the other half shall be conditioned and maintained as detour.

Where construction is to be carried out on highways or properties other than those of the *Owner* it shall be the responsibility of the *Contractor* to familiarize himself with the requirements of the owners or controllers of these properties which pertain to traffic safety or control of the construction operation and to carry out his work in accordance with these requirements.

Construction Schedule 4.6 4.6.8 ***(add new clause 4.6.8 as follows)***
The *Contractor* may carry out the *Work* as per the applicable Bylaws of the *Owner*, or as instructed by the *Owner* in the *Contract Documents*.

4.6.9 ***(add new clause 4.6.9 as follows)***
The *Contractor* shall not schedule work that will require inspection beyond an eight-hour day without the *Contract Administrator's* prior approval. Any extra cost incurred by the *Owner* for work done outside of normal office hours may be deducted from the *Contractor's* monthly payments.

4.6.10 ***(add new clause 4.6.10 as follows)***
On the infrequent occasion that the *Contractor* finds it necessary to work on Saturday, Sunday or Statutory Holiday, the *Contractor* shall obtain the *Contract Administrator's* approval forty-eight (48) hours in advance. Work on Sundays or Statutory Holidays will also require the City's approval, with a minimum two weeks' notice. The *Contractor* shall also be charged a working day and may be charged the overtime inspection costs incurred by the *Owner*. Such costs shall be deducted from monthly progress payments.

Survey Layout and As-Constructed Information 4.17

4.17.1 ***(add new clause 4.17.1 as follows)***
The *Contractor* is responsible for all survey required for construction layout and for record drawings associated with this contract. The *Contractor* shall be responsible for recording of all field survey information pertaining to the as-constructed drawings. The *Contractor* shall provide, at no charge, a completed set of legible, marked-up as-constructed prints to the *Contract Administrator* on completion of the *Work*. The *Contractor* shall provide any additional information as requested to enable the *Contract Administrator* to prepare and submit as-constructed record drawings to the Municipality or the *Owner* for their records.

City Industrial Health and Safety Program 4.18

4.18.1 ***(add new clause 4.18.1 as follows)***
4.18.1 All *Contractors* working for the City of New Westminster are required to be aware of the City's Industrial Health and Safety Program. It is the *Contractor's* responsibility to perform the job in compliance with the City's safety standards. The *Contractor* is responsible for the compliance of all employees for whom he is primarily responsible, with all WorkSafeBC Industrial Health and Safety Regulations, as well as all other applicable Regulations.

VALUATION OF CHANGES AND EXTRA WORK **9**

Valuation Method 9.2.1

9.2.1.1 ***(add to clause)***
; subject to final approval of available funding by the *Owner*.

Quantity Variations	9.4	9.4.1 ***(delete clause 9.4.1 and replace as follows)*** The *Contractor* shall hold firm all unit prices submitted in the *Schedule of Quantities and Prices* regardless of the increase or decrease in quantities.
DELAYS	**13**	
Delay by Owner or Contract Administrator	13.1	13.1.2 ***(add clause 13.1.2 as follows)*** The *Owner* or *Contract Administrator* will not be liable for claims of delay caused by BC Hydro, TELUS, Fortis BC, Metro Vancouver, telecommunication companies, *Owner*'s forces, or other utility corporations arising out of or connected to the *Work*.
Unavoidable Delay	13.3.1	13.3.1 ***(add to clause)*** After *Abnormal Weather* add "Global Pandemic,"
Unforeseeable Market Conditions	13.4.1	***Delete 13.4.1 entirely***
PAYMENT	**18**	
Supporting Documentation	18.2.2	18.2.2 ***(amend clause 18.2.2 as follows)*** If requested in writing by the *Owner,* the *Contractor* shall, as a precondition to the issuance of the *Payment Certificate,* provide a sworn declaration in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration to the *Contract Administrator* that all amounts relating to the *Work*, due and owing as of the end of the month covered by the *Payment Certificate* to third parties including all subcontractors and suppliers, have been paid.
	18.2.3	18.2.3 ***(add clause 18.2.3 as follows)*** The *Owner* retains the right to obtain proof of payment, in the form of a signed and properly sealed CCDC 9A-2001 Statutory Declaration, of all sub-trades and material suppliers from the *Contractor* prior to making final payment.
Payment	18.5	18.5.1 ***(amend clause 18.5.1 as follows)*** The net amount shown for payment on a *Payment Certificate* shall be due and payable to the *Contractor* on or before the 15th *Day* after the receipt by the *Owner* of the *Payment Certificate*.
WORKERS COMPENSATION REGULATIONS	21	
Contractor is "Prime Contractor"	21.2.1	**Delete** "*Substantial Performance*" **and Replace with** "*Total Performance*"

INSURANCE **24**

Required Insurance 24.1 24.1 ***(amend 24.1 as follows)***

24.1.1 (1) Limits: $5,000,000 inclusive per occurrence for bodily injury, death, and damage to property.

24.1.1(2) ***(add to 24.1.1(2) as follows)***

The following shall be named as additional insured on the Contract:

- Corporation of the City of New Westminster
- ……
  (Full name of Contract Administrator)
- ……
  (Full name of Contract Administrator sub consultant)
- ……
  (Full name of Contract Administrator sub consultant)
- ……
  (Full name of Contract Administrator sub consultant)

24.1.1(2) ***(add to 24.1.1(2) as follows)***

In the last sentence replace "$2,500.00" with "$10,000.00"

24.1.2 ***(amend 24.1.2 as follows)***

The above insurance policies listed in this GC, except Automotive Liability Insurance, shall have the right of subrogation waived as against the *Owner* and its respective employees, servants and agents.

24.1.5 ***(amend the first sentence of 24.1.5 as follows)***

All policies referred to in this GC, except Automotive Liability Insurance, shall provide that thirty (30) days notice of cancellation will be given in writing to the Named Insured and the *Owner*, otherwise the policies to remain in full force and effect until the *Work* has been completed.

24.1.7 ***(add new 24.1.7 as follows)***
If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Contractor* and the *Contract Administrator*. The *Contractor* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount that is, or may become due to the *Contractor*.

MAINTENANCE PERIOD **25**

Correction of Defects 25.1

25.1.4 ***(add clause 25.1.4 as follows)***
The *Owner* is authorized to make repairs to defects or deficiencies if, ten days after giving written notice, the *Contractor* has failed to make or undertake with due diligence the required repairs. However, in the case of emergency where, in the opinion of the *Owner*, delay is not reasonable, repairs may be made without notice being sent to the *Contractor*. All expenses incurred by the *Owner* in connection with repairs made pursuant to GC 25 shall be paid by the *Contractor* and may be deducted from the Maintenance Security, or other holdbacks. The *Contractor* shall promptly pay any shortfall.

Commencement of Maintenance Period 25.2

25.2.2 ***(amend clause 25.2.2 as follows)***
All warranties under this *Contract* commence from the date of *Substantial Performance* of the *Contract*, regardless of whether any *Subcontractor* achieves *Substantial Performance* of its Subcontract prior to *Substantial Performance* of the *Contract.*